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so appropriated. A big general committee was organized and subcommittees named including a Special Fireworks Committee which made a contract with the Providence Fireworks Company, under which the company took full charge of the fireworks display, but was to be under the direct control of the Special Fireworks Committee. An empty lot was selected as the official "trench" from which the bombardment should take place, the fireworks company doing the shooting. One of the aërial bombs which did not explode, came down on the premises of plaintiff, was found by his minor son, a match applied, and the son most grievously injured. Actions were brought by the father of the injured child against the members, personally, of the General Committee, for damages. The lower court directed verdict for defendants in each case, on two grounds, viz.: "That the defendants in this case, who were members of the committee appointed under authority of a vote of the city council, are not liable, and also on the ground that the contract for the furnishing and firing of the display of fireworks was let to contractors, who were independent contractors, and any negligence was that of such independent contractors."

The Supreme Court of Rhode Island in reversing the lower court in Sroka *v.* Halliday, 97 Atlantic Reporter, 965, speaking through Judge Parkhurst, holds that as the proof shows that five members of the committee were of the Board of Trade, Business Men's, or Merchants' Association, were not members of the city council, were not appointed by the city council, they were not in any sense representatives of the city council or of the City of Pawtucket; that the members appointed by the council had no right to admit these outsiders to participate in this celebration as they did. In the resolution appointing the council members nothing was said about fireworks; and the subcommittee violated a state statute in not obtaining a special license for the use of such fireworks. No evidence is found in the contract to support the position that the contractor was an independent contractor, for the company was to furnish the fireworks in accordance with the program and in a manner satisfactory to the Fourth of July Committee. Even if the company were an independent contractor it is held that where the contract calls for the doing of things, which are in their very nature liable, unless precaution is taken, to do injury, a duty arises on the part of the contractee to see to it that these precautions are taken, and he cannot escape his duty by turning over the whole performance to a contractor.

Master and Servant—Workmen's Compensation Act—Traveling Salesmen—Injury in Course of Employment.—In the case of Foley

v. Home Rubber Company, 99 Atl. 624, decided Jan. 11, 1917, presents war risks in a new phase.

The agreed facts show that the prosecutrix's husband, Arthur F. Foley, deceased, was in his lifetime in the employ of the respondent as a special traveling salesman and manager of its European trade. In the course of his employment it was necessary to visit the respondent's London office, which was its European headquarters. The deceased engaged passage on the Lusitania, which steamship was listed to steam from the port of New York to Liverpool, May 1, 1915, under the British flag. The steamer carried passengers and ordinary freight and some cartridges for war use. There was an American steamer scheduled to steam for a British port under the protection of the American flag on the same day that the Lusitania was due to leave, on which American steamer the deceased might have procured passage, so far as his duties or requirements of his employment were concerned. The respondent did not instruct the deceased on what particular steamer to make the journey, but knew of the fact that the deceased had engaged passage on the Lusitania and offered no objection. On the 7th day of May, 1915, while the Lusitania was within the zone or area which had theretofore been declared the war zone by the German government, she was attacked and torpedoed by a German submarine, which caused the steamship to sink within a few minutes, and the death of the deceased was the result of the sinking of the steamship.

The lower court on these facts found the deceased came to his death as the result of an accident not in the course of his employment and ordered judgment entered for the defendant. The Supreme Court reversed this ruling for the reason that though it were an accident and the employer would not be liable for negligence as at common law and under § 1 of the Compensation Act, he would be liable under § 2 of the act which grants compensation irrespective of negligence. Then in determining the question of whether or not the accident arose out of the employment the court said: "For the respondent it is contended that the accident did not arise out of the employment, in that the destruction of the Lusitania by being torpedoed was something that was not reasonably to have been anticipated. * * * The agreed facts disclose that the Home Rubber Company knew that its agent was booked for a passage on the Lusitania; it knew that the Lusitania was a ship steaming under the flag of Great Britain, a nation at war with Germany; it knew (according to stipulation) that a war zone had been declared by the German government in which all enemy ships would be liable to destruction by German naval forces, thus endangering the lives of passengers. The stipulation from which the inference of such knowledge of the respondent is drawn reads as follows:

'That while the said steamship Lusitania was on its way across the Atlantic ocean, and while passing the coast of Ireland, and in the zone of waters theretofore publicly declared by the German government to be a war zone, in which all enemy ships would be liable to destruction by German naval forces,' etc.

But if it can be fairly said that the respondent had no notice of this declaration of the German government, and was not, therefore, legally bound to take notice of it, nevertheless it was bound to take notice that a condition of war existed between Great Britain and Germany, and that ships of the enemy were subject to be captured or destroyed by such warring nations. This was a danger reasonably to be apprehended. This danger attached itself to every traveler on an enemy ship, whether engaged in the pursuit of pleasure or in the course of his or her employment.

The extraordinary risk in the present case arose from the fact that Foley was on an enemy ship in the course of his employment. His employer knew of this risk. If the Lusitania had been lost through a collision, fire, or storm at sea resulting in the death of Foley, it would, under the principle enunciated in all the cases bearing on this subject, be held to have been an accident arising out of his employment.

Foley's presence on the ship was connected with the very employment in which he was engaged. The fact that the Lusitania was lost through none of the common perils of the sea, but by an extraordinary peril, does not make the extraordinary peril less a cause of accident arising out of Foley's employment. Both Foley and his employer were chargeable with knowledge of the perils of war upon the high seas. They must be assumed to have known that a belligerent vessel sailing under a belligerent flag carrying contraband of war subjected the vessel to attack by an enemy vessel, and that as a result of such attack, under many contingencies recognized by the law of nations, not only the loss of the vessel attacked, but the loss of lives of those upon her, might result. The fact that the attack in this instance was not executed in a way that might have been anticipated, but in a manner said to be contrary to the law of nations, may operate to qualify the degree or nature of the danger and risk to such a peril, but does not eliminate the essential factor in the case that the voyage was one pregnant with risk which the employer must have contemplated, as arising out of and in the course of the employment. * * * In the present case, if the Lusitania had struck a mine instead of being torpedoed resulting in Foley's death, could it be reasonably contended that his death was not due to an accident arising out of his employment? We think not. It may be well said that those whose employments require them to travel by land or sea are known by their employers to be subject to the common perils that such traveling incurs. The risk is inherent in the employment

itself. The manner in which the accident is brought about is not at all of the essence of the matter; the vital question always being: Was the accident connected with the employment? If it was, then it arose out of the employment, provided it occurred in the course of the employment. Let us test the soundness of the proposition just stated. Suppose the Lusitania had not been torpedoed, but captured, and in transferring the passengers to life boats Foley lost his life, or after the passengers had been transferred to lifeboats a storm had arisen sinking the lifeboat in which Foley was; could there be any doubt whatever that Foley would have been considered to have lost his life by an accident arising out of his employment. * * * It is a matter of common knowledge that thousands of traveling salesmen travel daily in the course of their employment in cars propelled by steam, electricity, and other propelling power, and therefore are subject to the risk of being injured or killed by reason of a collision or derailment, or by the cars going through an open draw or falling from a defective trestle, etc. The fact that the collision or derailment was caused by some malicious person with the design to injure a railroad company or some person in is employ would not operate to make an injury received by a salesman traveling on the car collided with or derailed any the less an injury the result of an accident arising out of the employment of such salesman than if such injury had been received by him as a result of the cars going through an open draw or falling from a defective trestle. * * * The present case is clearly distinguishable from the cases referred to in which compensation was denied, in that it cannot be properly said here that there was any malicious design on the part of the German naval forces against Foley or any other passenger, and it may be safely assumed that the prime object of the German naval forces was to destroy the enemy's ship, and not the lives of its passengers.

It is said that the attack made on the Lusitania, from a humane and civilized standpoint, was barbarous and cruel and in violation of the law of nations, and that therefore the act of torpedoing the steamer was not within the contemplation of the employer when the risk of going by such steamer was undertaken by its agent Foley. We do not think that the lawfulness or unlawfulness of the conduct of the German naval officers affects the matter at all. If the Lusitania had been attacked by a German cruiser, and, instead of surrendering, offered resistance or attempted to run away, and thereupon the German cruiser by a well-directed shot struck the steamer in a vital part, causing her to sink, and Foley to lose his life, it would hardly have been contended by respondent that the death of Foley was not due to an accident arising out of his employment. Foley's employer knew that the former had taken passage on a British ship and that such ship was subject to the risk of capture by the German naval forces, in what manner that might be accomplished was unim-

portant, so long as the employer was aware of the risk. Whether the ship was destroyed by lawful or unlawful means is immaterial.

We think, therefore, that Foley's death was due to an accident while in the course of his employment, and that such accident arose out of his employment."

Statute of Frauds—Sufficiency of Signature When in Body of Instrument or on Separate Paper.—In Kilday *v.* Schancupp, in the Supreme Court of Errors of Connecticut (July, 1916, 98 Atl. 335), it was held that a written agreement for the sale of real estate prepared by the purchaser, which commenced with the recital that such property was sold to him, his name appearing in no other place, was valid as against an objection that it was within the Statute of Frauds and was not signed by the party to be charged. This decision follows the weight of authority. The clauses of the Statute of Frauds do not, like statutes of wills, expressly require a document to be signed "at the end thereof." Even as to wills, the courts of most jurisdictions have exercised common sense in treating the end of a will as the "literary" end, that is, the place where the continuity of expression indicates what the testator himself intended for the "end." Where a statute is silent as to any physical place of signature and the instrument is sufficiently complete in essentials, courts may well treat the writing of one's name in any part as sufficient. The Connecticut court aptly remarks:

"The agreements must have been signed by this defendant, since he is the party to be charged. This agreement was caused to be prepared by the defendant, and it begins, Sold to J. Schancupp.' This is the written declaration of the defendant himself that the plaintiff has sold him the property described upon the terms described, and likewise it is his written declaration of purchase of this property upon the named terms. The statute is intended to relieve against fraud. To hold that this defendant by writing his name in the body of this instrument instead of at its end did not sign the instrument would help to perpetrate instead of preventing a wrong."

The following also occurs in the opinion:

"An instrument signed by one in any part of it after the body of it is written, or signed in any part and when completed produced from his custody, must be taken to be the instrument of the party so signing. Under these circumstances he authenticates by his signature or by the signature to the instrument produced from his custody the instrument so signed, and such a signature fully meets the requirements of the Statute of Frauds (New England, &c., Co. *v.* Stand Worsted Co., 52 Am. St. Rep. 516; 165 Mass. 328, 331, 43 N. E. 112; Penniman *v.* Hartshorn et al., 13 Mass. 87; Cal. Canneries